

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4350-7437-0001		PAGE 1 OF 45	
2. CONTRACT NO. W912DW-05-P-0078		3. AWARD/EFFECTIVE DATE 05-Jan-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA			b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 21-Dec-2004
9. ISSUED BY CODE W912DW  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 562111 SIZE STANDARD:\$10.5 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 CODE G370F00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA CODE W912DW	
17a. CONTRACTOR/OFFEROR CODE OY4N4  WASTE MANAGEMENT OF IDAHO GREG EDWARDS PO BOX 877 825 KOOTENAI CUT OFF ROAD SANDPOINT ID 83864  FACILITY CODE OY4N4 TEL. (208) 263-2432		18a. PAYMENT WILL BE MADE BY CODE W66KQZ  US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$26,278.25</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		07-Jan-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  ELAINE M EBERT / CONTRACTING OFFICER  TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 45

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTES

CF: CONTRACTOR: [gedwards@wm.com](mailto:gedwards@wm.com)  
CENWS-OD-AF, Craig Brengle, COR  
CENWS-OD-AF, Michelle Reynolds  
FILE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$26,278.25	\$26,278.25 NTE

BASE YEAR - REFUSE DISPOSAL

FFP

Furnish non-personal refuse removal services at the Albeni Falls Project Recreation Areas, Bonner County, Idaho: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached

Scope of Work and all terms and conditions stated herein. The base year will commence on 01 April 2005 and end 31 March 2006. Option years if exercised will be for twelve month periods. Service Wage Determination No. 1994-2159, REV. 23, Dated 05/27/2004 is applicable to this solicitation/pending award as incorporated herein.

A. Monthly rental fee for

1.5 cy containers for the period

21 April 05 through 15 October 2005:

Albeni Cove - 5 mo. x 5 containers = 25

Priest River - 6 mo. x 6 containers = 36

Priest River Additional - 2 mo. x 1 container = 2

Riley Creek - 6 mo. x 6 containers = 36

Riley Creek Additional - 2 mo. x 2 containers = 4

Springy Point - 6 mo. x 8 containers = 48

Trestle Creek - 6 mo. x 2 containers = 12

Total rental. Month x containers = 163

Unit Price: \$3.84

Total: \$625.92

B. Monthly rental fee for

3.0 cy containers for the period

21 April 05 through 15 October 2005:

Riley Creek - 6 mo. x 6 containers = 36

Unit Price: \$7.54

Total: \$271.44

C. Routine refuse removal services

for 1.5 cy containers for the period

21 April 05 through 15 October 2005.

Qty - 853 pickups

Unit Price: \$8.03

Total: \$6,849.59

D. Routine refuse removal services

for 3.0 cy containers for the period

21 April 05 through 15 October 2005.

Qty - 174 pickups

Unit Price: 10.46

Total: \$1,820.04

E. Bonner County disposal amount

for the above routine services:

853 pickups of 1.5 cy containers

and 174 pickups of 3.0 cy  
containers for the period  
21 April 05 through 15 October 2005.  
Qty - 1801.5 CY  
Unit Price: \$8.80  
Total: \$15,853.20

F. Additional refuse removal services  
for 1.5 cy containers for the period  
21 April 05 through 15 October 2005.  
Qty - 30 pickups  
Unit Price: \$8.03  
Total: \$240.90

G. Additional refuse removal services  
for 3.0 cy containers for the period  
21 April 05 through 15 October 2005.  
Qty - 6 pickups  
Unit Price: \$10.46  
Total: \$62.76

H. Bonner County disposal amount  
for the above additional services:  
30 pickups of 1.5 cy containers  
and 6 pickups of 3.0 cy  
containers for the period  
21 April 05 through 15 October 2005.  
Qty - 63 CY  
Unit Price: \$8.80  
Total: \$554.40

Partial Payments Authorized based on these established Unit Prices.

PURCHASE REQUEST NUMBER: W68MD9-4350-7437-0001

NET AMT	\$26,278.25
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ACRN AA Funded Amount	\$26,278.25
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
OPTION	OPTION YEAR 1				
	FFP				
	First Option Year Services -- Furnish non-personal refuse removal services at the Albeni Falls Project Recreation Areas, Bonner County, Idaho: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached Scope of Work and all terms and conditions stated herein. Service Period from 01 April 2006 through 31 March 2007 Service Wage Determination No. 1994-2159, REV. 23, Dated 05/27/2004 is applicable to this solicitation/pending award as incorporated herein.				
	I. Monthly rental fee for				
	1.5 cy containers for the period				
	23 April 06 through 14 October 2006:				
	Albeni Cove - 5 mo. x 5 containers = 25				
	Priest River - 5 mo. x 6 containers = 30				
	Priest River Additional - 2 mo. x 1 container = 2				
	Riley Creek - 5 mo. x 6 containers = 30				
	Riley Creek Additional - 2 mo. x 2 containers = 4				
	Springy Point - 6 mo. x 8 containers = 48				
	Trestle Creek - 6 mo. x 2 containers = 12				
	Total rental. Month x containers = 151				
	Unit Price: \$3.95				
	Total: \$596.45				
	J. Monthly rental fee for				
	3.0 cy containers for the period				
	23 April 06 through 14 October 2006:				
	Riley Creek - 5 mo. x 6 containers = 30				
	Unit Price: \$4.06				
	Total: \$121.80				
	K. Routine refuse removal services				
	for 1.5 cy containers for the period				
	23 April 06 through 14 October 2006.				
	Qty - 853 pickups				
	Unit Price: \$8.27				
	Total: \$7,054.31				
	L. Routine refuse removal services				
	for 3.0 cy containers for the period				
	23 April 06 through 14 October 2006.				
	Qty - 174 pickups				
	Unit Price: \$10.77				
	Total: \$1,873.98				
	M. Bonner County disposal amount				
	for the above routine services:				
	853 pickups of 1.5 cy containers				
	and 174 pickups of 3.0 cy				

containers for the period  
 23 April 06 through 14 October 2006.  
 Qty - 1801.5 CY  
 Unit Price: \$8.80  
 Total: \$15,853.20

N. Additional refuse removal services  
 for 1.5 cy containers for the period  
 23 April 06 through 14 October 2006.  
 Qty - 30 pickups  
 Unit Price: \$8.27  
 Total: \$248.10

O. Additional refuse removal services  
 for 3.0 cy containers for the period  
 23 April 06 through 14 October 2006.  
 Qty - 6 pickups  
 Unit Price: \$10.77  
 Total: \$64.62

P. Bonner County disposal amount  
 for the above additional services:  
 30 pickups of 1.5 cy containers  
 and 6 pickups of 3.0 cy  
 containers for the period  
 23 April 06 through 14 October 2006.  
 Qty - 63 CY  
 Unit Price: \$8.80  
 Total: \$554.40

Partial Payments Authorized based on these established Unit Prices.

This line item is not being awarded at the same time the Base Item is awarded.

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	OPTION YEAR 2				
	FFP				
	Second Option Year Services -- Furnish non-personal refuse removal services at the Albeni Falls Project Recreation Areas, Bonner County, Idaho: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached Scope of Work and all terms and conditions stated herein. Service Period from 01 April 2007 through 31 March 2008. Service Wage Determination No. 1994-2159, REV. 23, Dated 05/27/2004 is applicable to this solicitation/pending award as incorporated herein.				
	Q. Monthly rental fee for				
	1.5 cy containers for the period				
	22 April 07 through 10 October 2007:				
	Albeni Cove - 5 mo. x 5 containers = 25				
	Priest River - 6 mo. x 6 containers = 36				
	Priest River Additional - 2 mo. x 1 container = 2				
	Riley Creek - 6 mo. x 6 containers = 36				
	Riley Creek Additional - 2 mo. x 2 containers = 4				
	Springy Point - 6 mo. x 8 containers = 48				
	Trestle Creek - 6 mo. x 2 containers = 12				
	Total rental. Month x containers = 163				
	Unit Price: \$4.06				
	Total: \$661.78				
	R. Monthly rental fee for				
	3.0 cy containers for the period				
	22 April 07 through 10 October 2007:				
	Riley Creek - 6 mo. x 6 containers = 36				
	Unit Price: \$7.99				
	Total: \$287.64				
	S. Routine refuse removal services				
	for 1.5 cy containers for the period				
	22 April 07 through 10 October 2007.				
	Qty - 865 pickups				
	Unit Price: \$8.51				
	Total: \$7,361.15				
	T. Routine refuse removal services				
	for 3.0 cy containers for the period				
	22 April 07 through 10 October 2007.				
	Qty - 180 pickups				
	Unit Price: \$11.09				
	Total: \$1,996.20				
	U. Bonner County disposal amount				
	for the above routine services:				
	865 pickups of 1.5 cy containers				
	and 180 pickups of 3.0 cy				



containers for the period  
 22 April 07 through 10 October 2007.  
 Qty - 1837.5 CY  
 Unit Price: \$8.80  
 Total: \$16,170.00

V. Additional refuse removal services  
 for 1.5 cy containers for the period  
 22 April 07 through 10 October 2007.  
 Qty - 30 pickups  
 Unit Price: \$8.51  
 Total: \$255.30

W. Additional refuse removal services  
 for 3.0 cy containers for the period  
 22 April 07 through 10 October 2007.  
 Qty - 6 pickups  
 Unit Price: \$11.09  
 Total: \$66.54

X. Bonner County disposal amount  
 for the above additional services:  
 30 pickups of 1.5 cy containers  
 and 6 pickups of 3.0 cy  
 containers for the period  
 22 April 07 through 10 October 2007.  
 Qty - 63 CY  
 Unit Price: \$8.80  
 Total: \$554.40

Partial Payments Authorized based on these established Unit Prices.

This line item is not being awarded at the same time the Base Item is awarded.

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520C83J5B000200 NA 96453  
 COST 000000000000  
 CODE:  
 AMOUNT: \$26,278.25

SOW

**SCOPE OF WORK  
ALBENI FALLS PROJECT  
RECREATION AREAS  
REFUSE DISPOSAL CONTRACT  
2005 BASE YEAR, 2006-2007 OPTION YEAR  
IDAHO**

**1. General.**

**1.1. Commencement, Prosecution, and Completion.** This contract shall become effective on the date of award or subsequent thereto, and shall continue in full force and effect until March 31, 2007, unless terminated as otherwise provided in the contract. This contract includes a base year and two option years, and is therefore renewable for the two (2) additional one-year periods at the option of the Government by the Contracting Officer giving written notice of renewal to the Contractor no later than 30 days before the Purchase Order is to expire. As most work described herein is seasonal and will likely end before November of each year, a gap will exist between the end of the work schedule and the end of the contract year. (It is anticipated that award will be made by 01 March 2005, work shall commence on 24 April 2005 and extend through 13 October 2007.) The contract dates are as follows:

Base year: Date of award through 31 March 2006.

1<sup>st</sup> Option Year: 01 April 2006 through 31 March 2007.

2<sup>nd</sup> Option Year: 01 April 2007 through 31 March 2008.

Table 1. Work Start and Ending Dates.

<b>Year</b>	<b>Commencement Date</b>	<b>Ending Date</b>
2005 - Base Year	24 April	15 October
2006 - Option Year	23 April	14 October
2007 - Option Year	22 April	13 October

**1.2 Facilities to be Serviced.** The Contractor shall provide all refuse containers and all labor necessary to furnish refuse removal services at the Albeni Falls Project Recreation Areas including Albeni Cove, Priest River, Riley Creek, Springy Point, and Trestle Creek. Labor includes the emptying of trash from Contractor-owned 1.5 cubic yard (cy) and 3.0 cy containers, removal from project boundaries, and disposal in accordance with local, State, and Federal laws.

**1.3 Frequencies and Time of Service.** The Contractor shall provide the services specified herein in accordance with the periods, frequencies, and quantities described in Section 3, Description of Work. Refuse removal shall be performed after 8:00 a.m. and before 6:00 p.m. on the days refuse removal is scheduled. The Contractor shall provide the Contracting Officer's Representative (COR) a pickup service schedule based on the periods, frequencies, and quantities described in Section 3 at least one week prior to the start of Base Year and Option Year operations.

**1.4 Contract Activity Area Inspection.** The contract activity area will be available for inspection by potential bidders Mondays through Thursdays, 8:30 a.m. to 3:30 p.m., by appointment. It is recommended that bidders conduct an inspection of the contract activity area prior to bidding. Bidders will be accompanied by an employee during the inspection. For further information, contact the senior park ranger at (208) 437-3133. Collect calls will not be accepted.

## **2. CONTRACT OPERATIONS.**

### **2.1 Safety.**

2.1.1 Safety Standards. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety Requirements EM 385-1-1, revised 03 November 2003, as amended. (A copy of EM 385-1-1 is available from the project office.)

2.1.2 Public Safety. During the open season, the areas in which the work is to be performed are highly utilized by the visiting public. The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor shall immediately report to the COR any potential hazards found by his employees on the project. Equipment shall always be operated and work performed with the safety of the public in mind.

2.1.3 Report of Unusual or Hazardous Conditions. The Contractor shall immediately report to the COR any unusual and/or potentially hazardous conditions which are observed during the performance of work within the work site.

2.1.4 Accidents. The Contractor shall notify the COR immediately of any damage to Government and private property and/or injury to any person resulting from his/her operations. In the event that an accident or an injury should occur on Government lands, the Contractor shall immediately notify the appropriate local emergency service organization and the COR. The Contractor shall make a written report of each incident. These reports shall include, but not be limited to, date, location, nature of the injury or accident, authorities notified, and the action taken, if any. Sketches, graphs, drawings, and/or photographs will be utilized as needed, and all information shall be forwarded to the COR within one working day of the incident.

**2.2 Inspection and Acceptance.** Work will be closely inspected on a regular basis by the COR to insure compliance with the contract scope of work. An oral or written notice of deficiencies to be corrected will be given to the Contractor as needed. No inspector is authorized to change any provision of the contract specifications. The presence or absence of an inspector shall not relieve the Contractor from any requirement of the contract.

### **2.3 Payment.**

2.3.1 Submission of Invoices. Payment for services performed will be based on the unit prices for routine and additional container waste removal. One original invoice and three copies of the invoice shall be submitted to USACE Finance Center, CEFC-AO-P, 5720 Integrity Dr., Millington, TN 38054-5005 and shall include the contract number, item numbers, dates of service, description of work, quantities, unit prices, and total prices. It is requested that a copy of the invoice be sent to the COR

2.3.2 Basis for Payment. Payment will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work.

2.3.3 Bonner County Fee. In the event of an increase in the Bonner County Disposal Fee over the 2005 rate of \$8.80, Option Year Disposal Rates will be adjusted by the Government to reflect the increase. Accordingly, in the event of a decrease, disposal rates will be adjusted to reflect the decrease.

**2.4 Conduct and Attitude.** Due to the nature of the facility, it is possible that the Contractor may have contact with the visiting public, sales people, and other contractors. All contacts with visitors and other contractors shall be courteous. Any information sought or questions posed by visitors which cannot be appropriately answered by the Contractor shall be referred to the Corps Rangers or other project employees. The Contractor shall not give visitors permission to deviate from any park rule, regulation, or procedure. The Contractor shall cooperate with project employees and other contractors working in the contract activity area. The Contractor shall not consume alcohol or illegal drugs while performing the work requirements.

## **2.5 Materials and Supplies.**

2.5.1 Contractor Furnished Supplies. The Contractor will provide equipment, materials, and supplies necessary to perform the work as defined in this contract. Equipment, materials and supplies include but are not limited to 1.5 and 3.0 cy refuse containers, garbage trucks, fuel, etc.

2.5.2 Government Furnished Supplies. The Contractor shall be issued keys for those areas requiring access through locked entries. All keys will be signed for by the Contractor, and a record of the issued keys kept in the project's key control file. Keys will be returned to the COR immediately upon completion of the contract.

## **2.6. Changes for the Convenience of the Government.**

2.6.1 Reductions in Pickups. It may be necessary during the contract period to close the recreation areas, or portions thereof due to maintenance, repairs, or other circumstances. In the event this action occurs, the Contractor will be notified in writing 2 weeks in advance (if possible) with the understanding that the Contractor shall resume contracted services when deemed suitable by the

Contracting Officer. The Contractor's unit price shall prevail regardless of the number of times each contract item is performed. Any decrease in the number or frequency of pickups will require a decrease in the total contract amount equal to the Contractor's unit price per pickup.

2.6.2 Additional Pickups. The Government may request additional pickups as a result of heavy visitor use or other unforeseen circumstances. In the event that additional pickups are required, the COR will notify the Contractor for the additional pickup in sufficient time to make necessary arrangements. If the Contractor agrees to provide additional pickups, the Contractor will be paid for any "additional pickups" based on the Contractor's unit price as stated herein.

## **2.7 Protection of Resources and Property.**

2.7.1 Protection of Private Property. The Contractor shall be responsible for any injuries to persons or damages to private property if caused by his/her operations.

2.7.2 Vandalism. Defined as the willful or malicious destruction or defacement of public or private property. It does not include damage caused by the Contractor's negligence, improper operation of equipment, failure by the Contractor to properly maintain the area, or damage caused by normal wear and tear. Vandalism, misdemeanors, and felonies shall be reported to the proper civil authorities immediately, and subsequently, to the COR.

2.7.3 Fire Protection. In all cases of fires located in buildings or grounds within the contract area, the Contractor shall notify the fire department or Government personnel immediately after observing the incident.

### **2.7.4 Project Security.**

(1) The Contractor shall be responsible for securing keys issued by the Government. All occurrences of lost keys shall be reported to the COR within 24 hours. For each incident of a key being lost or stolen, the Contractor shall be required to reimburse the Government for actual costs of new keys and cores for all locks affected by the lost key. Keys shall not be duplicated.

(2) Only the Contractor has the authority to use issued keys unless permission to deviate is given by the COR. Use of Government issued keys by persons other than the Contractor is prohibited. The Contractor shall not open doors or gates for individuals other than himself/herself or other government employees. The Contractor shall not allow guests, friends, children, or pets to accompany him/her during the course of the contract operations unless directly involved in the operations.

**2.8 Vehicle Operations.** Contractor vehicles must be equipped and operated in compliance with all applicable Idaho State laws governing safety, pollution control, licensing and operation. Contractor vehicles shall not exceed posted speeds on public roadways and shall travel at a speed of not more than

ten miles per hour on roadways within the recreation areas, yielding to pedestrians, bicyclists, Corps maintenance vehicles and emergency vehicles.

2.8.1 Existing Access Roads. Access roads shall be kept open to traffic at all times. The Contractor is not authorized to obstruct or delay use of roads by the general public or other Contractors. At least one lane of traffic shall be maintained at all times where possible. Contractor vehicles shall be operated only on existing surfaced roads unless work demands require operation on non-surfaced areas.

2.8.2 Spillage on Roads. Spillage of debris or refuse on project roads and State or County roads will not be permitted. If spillage cannot be prevented, the Contractor shall provide a patrol to police and sweep such areas throughout each work day.

### 3. DESCRIPTION OF WORK.

**3.1 Provision of Containers.** Provide 1.5 and 3.0 cubic yard refuse containers on a rental basis during the periods defined below in the quantities specified for each recreation area. Containers shall be placed prior to the opening of the recreation areas at locations specified by the COR (see Appendix A for maps of locations). Additional containers shall be placed immediately prior to the dates defined below. Containers shall be removed from the above locations and be stored by the Contractor immediately following the closure of the recreation areas (containers may be stored within the recreation areas at a location agreed to by the Contractor and the COR). Containers shall be emptied prior to storage per the disposal schedule to ensure that trash is not carried over through the winter season. Additional containers shall be immediately removed after the dates defined below. The Contractor shall be responsible for cleaning, maintenance and security of the containers during the course of this contract.

#### **BASE YEAR: 01 APR 2005 TO 31 MAR 2006.**

Table 1. Container Quantities and Dates for Base Year: 01 Apr 2005 to 31 Mar 2006.

Recreation Area	Quantity	Size	Opening Date	Closing Date
Albeni Cove	5	1.5 cy	15 May 05	17 September 05
Priest River	6	1.5 cy	15 May 05	01 October 05
Additional container	1	1.5 cy	03 July 05	03 September 05
Riley Creek	6	1.5 cy	15 May 05	01 October 05
	6	3.0 cy	15 May 05	01 October 05
Additional container	2	1.5 cy	03 July 05	03 September 05
Springy Point	8	1.5 cy	15 May 05	15 October 05
Trestle Creek	2	1.5 cy	15 May 05	15 October 05

#### **OPTION YEAR 1: 01 APR 2006 TO 31 MAR 2007.**

Table 2. Container Quantities and Dates for Option Year 1: 01 Apr 2006 to 31 Mar 2007.

Recreation Area	Quantity	Size	Opening Date	Closing Date
Albeni Cove	5	1.5 cy	14 May 06	16 September 06
Priest River	6	1.5 cy	14 May 06	30 September 06
Additional container	1	1.5 cy	02 July 06	02 September 06
Riley Creek	6	1.5 cy	14 May 06	30 September 06
	6	3.0 cy	14 May 06	30 September 06
Additional container	2	1.5 cy	02 July 06	02 September 06
Springy Point	8	1.5 cy	14 May 06	14 October 06
Trestle Creek	2	1.5 cy	15 May 05	14 October 06

**OPTION YEAR 2: 01 APR 2007 TO 31 MAR 2008.**

Table 3. Container Quantities and Dates for Option Year 1: 01 Apr 2007 to 31 Mar 2008.

Recreation Area	Quantity	Size	Opening Date	Closing Date
Albeni Cove	5	1.5 cy	13 May 07	15 September 07
Priest River	6	1.5 cy	13 May 07	06 October 07
Additional container	1	1.5 cy	01 July 07	01 September 07
Riley Creek	6	1.5 cy	13 May 07	06 October 07
	6	3.0 cy	13 May 07	06 October 07
Additional container	2	1.5 cy	01 July 07	01 September 07
Springy Point	8	1.5 cy	13 May 07	13 October 07
Albeni Cove	5	1.5 cy	13 May 07	13 October 07

**3.2 Labor.** Provide non-personal service to pick up and dispose of trash contained in Contractor-owned 1.5 and 3.0 cubic yard refuse containers in accordance with the periods, frequencies, and quantities described below. The periods of service, frequencies, and quantities vary depending on the year, season, and anticipated use. Routine services are those services to be performed on a regular basis; additional services are services performed only at the request of the COR.

**BASE YEAR: 01 APR 2005 TO 31 MAR 2006.**

**Albeni Cove Recreation Area.** Total of five 1.5 cubic yard containers.

Period:Description of Work:

15 May 05 through 02 July 05.  
for seven

Pick up five containers once per week  
weeks for a total of 35 pickups.

03 July 05 through 03 September 05.

Pick up five containers twice per week for nine

weeks for a total of 90 pickups.

04 September 05 through 17 September 05.

Pick up five containers once per week for two weeks for a total of ten pickups.

Bonner County disposal amount for the above 135 refuse pickups of 1.5 cy containers = 202.5 CY.

**Priest River Recreation Area.** Total of six 1.5 cubic yard containers. An additional 1.5 cubic yard container is added during the busy season.

Period:

Description of Work:

15 May 05 through 02 July 05.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

03 July 05 through 03 September 05.

Pick up seven containers twice per week for nine weeks for a total of 126 pickups.

04 September 05 through 01 October 05.

Pick up six containers once per week for four weeks for a total of 24 pickups.

Bonner County disposal amount for the above 192 refuse pickups of 1.5 cy containers = 288 CY.

**Riley Creek Recreation Area.** Total of six 1.5 cubic yard containers. Two additional 1.5 cubic yard containers are added during the busy season.

Period:

Description of Work:

15 May 05 through 02 July 05.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

03 July 05 through 03 September 05.

Pick up eight containers twice per week for nine weeks for a total of 144 pickups.

04 September 05 through 01 October 05.

Pick up six containers once per week for four weeks for a total of 24 pickups.



Bonner County disposal amount for the above 210 refuse pickups of 1.5 cy containers = 315 CY.

**Riley Creek Recreation Area.** Total of six 3.0 cubic yard containers.

Period:

Description of Work:

15 May 05 through 02 July 05.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

03 July 05 through 03 September 05.

Pick up six containers twice per week for nine weeks for a total of 108 pickups.

04 September 05 through 01 October 05.

Pick up six containers once per week for four weeks for a total of 24 pickups.

Bonner County disposal amount for the above 174 refuse pickups of 3.0 cy containers = 522 CY.

**Springy Point Recreation Area.** Total of eight 1.5 cubic yard containers.

Period:

Description of Work:

15 May 05 through 02 July 05.  
for

Pick up eight containers once per week  
seven weeks for a total of 56 pickups.

03 July 05 through 03 September 05.

Pick up eight containers twice per week for nine weeks for a total of 144 pickups.

04 September 05 through 15 October 05.

Pick up eight containers once per week for six weeks for a total of 48 pickups.

Bonner County disposal amount for the above 248 refuse pickups of 1.5 cy containers = 372 CY.

**Trestle Creek Recreation Area.** Total of two 1.5 cubic yard containers.

Period:Description of Work:

21 April 05 through 02 July 05.

Pick up two containers once per week for ten weeks for a total of 20 pickups.

03 July 05 through 03 September 05.

Pick up two containers twice per week for nine weeks for a total of 36 pickups.

04 September 05 through 15 October 05.

Pick up two containers once per week for six weeks for a total of 12 pickups.

Bonner County disposal amount for the above 68 refuse pickups of 1.5 cy containers = 102 CY.

**Additional Pickups.** Provide non-personal service to pick up and dispose of trash contained in Government owned refuse containers for the following ESTIMATED pickups at any or all of the following locations as requested by the Contracting Officer or his/her authorized representative. Locations are as follows:

Albeni Cove Recreation Area  
 Priest River Recreation Area  
 Riley Creek Recreation Area  
 Springy Point Recreation Area  
 Trestle Creek Recreation Area

Period:Description of Work:

01 April 05 through 31 October 05.

Pick up up to 30 1.5 cy containers as requested by the Contracting Officer or his/her authorized representative.

01 April 05 through 31 October 05.

Pick up up to six 3.0 cy containers as requested by the Contracting Officer or his/her authorized representative.

Bonner County disposal amount for the above 30 pickups of 1.5 cy containers and 6 pickups of 3.0 cy containers = 63 CY.

**OPTION YEAR 1: 01 APR 2006 - 31 MAR 2007.**

**Albeni Cove Recreation Area.** Total of five 1.5 cubic yard containers.Period:Description of Work:

14 May 06 through 01 July 06.  
for seven

Pick up five containers once per week  
weeks for a total of 35 pickups.

02 July 06 through 02 September 06.

Pick up five containers twice per week for nine  
weeks for a total of 90 pickups.

03 September 06 through 16 September 06.

Pick up five containers once per week for two  
weeks for a total of ten pickups.

Bonner County disposal amount for the above 135  
refuse pickups of 1.5 cy containers = 202.5 CY.

**Priest River Recreation Area.** Total of six 1.5 cubic yard containers. An additional 1.5 cubic yard container is added during the busy season.Period:Description of Work:

14 May 06 through 01 July 06.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

02 July 06 through 02 September 06.

Pick up seven containers twice per week for  
nine weeks for a total of 126 pickups.

03 September 06 through 30 September 06.

Pick up six containers once per week for four  
weeks for a total of 24 pickups.

Bonner County disposal amount for the above 192  
refuse pickups of 1.5 cy containers = 288 CY.

**Riley Creek Recreation Area.** Total of six 1.5 cubic yard containers. Two additional 1.5 cubic yard containers are added during the busy season.Period:Description of Work:

14 May 06 through 01 July 06.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

02 July 06 through 02 September 06.

Pick up eight containers twice per week for  
nine weeks for a total of 144 pickups.

03 September 06 through 30 September 06.

Pick up six containers once per week for four  
weeks for a total of 24 pickups.

Bonner County disposal amount for the above 210  
refuse pickups of 1.5 cy containers = 315 CY.

**Riley Creek Recreation Area.** Total of six 3.0 cubic yard containers.

Period:

Description of Work:

14 May 06 through 01 July 06.  
for seven

Pick up six containers once per week  
weeks for a total of 42 pickups.

06 July 03 through 30 August 03.  
for

Pick up six containers twice per week  
nine weeks for a total of 108 pickups.

03 September 06 through 30 September 06.

Pick up six containers once per week for four  
weeks for a total of 24 pickups.

Bonner County disposal amount for the above 174  
refuse pickups of 3.0 cy containers = 522 CY.

**Springy Point Recreation Area.** Total of eight 1.5 cubic yard containers.

Period:

Description of Work:

14 May 06 through 01 July 06.  
for

Pick up eight containers once per week  
seven weeks for a total of 56 pickups.

02 July 06 through 02 September 06.

Pick up eight containers twice per week for  
nine weeks for a total of 144 pickups.

03 September through 14 October 06.

Pick up eight containers once per week for six weeks for a total of 48 pickups.

Bonner County disposal amount for the above 248 refuse pickups of 1.5 cy containers = 372 CY.

**Trestle Creek Recreation Area.** Total of two 1.5 cubic yard containers.

Period:

Description of Work:

23 April 06 through 01 July 06.

Pick up two containers once per week for ten weeks for a total of 20 pickups.

02 July 06 through 02 September 06.

Pick up two containers twice per week for nine weeks for a total of 36 pickups.

03 September through 14 October 06.

Pick up two containers once per week for six weeks for a total of 12 pickups.

Bonner County disposal amount for the above 68 refuse pickups of 1.5 cy containers = 102 CY.

**Additional Pickups.** Provide non-personal service to pick up and dispose of trash contained in Government owned refuse containers for the following ESTIMATED pickups at any or all of the following locations as requested by the Contracting Officer or his/her authorized representative. Locations are as follows:

Albeni Cove Recreation Area  
 Priest River Recreation Area  
 Riley Creek Recreation Area  
 Springy Point Recreation Area  
 Trestle Creek Recreation Area

Period:

Description of Work:

01 April 06 through 31 October 06.

Pick up up to 30 1.5 cy containers as requested by the Contracting Officer or his/her authorized representative.

01 April 06 through 31 October 06.  
requested

Pick up up to six 3.0 cy containers as  
by the Contracting Officer or his/her  
authorized representative.

Bonner County disposal amount for the above 30  
pickups of 1.5 cy containers and 6 pickups of 3.0  
cy containers = 63 CY.

## **OPTION YEAR 2: 02 APR 2007 - 31 MAR 2008**

**Albeni Cove Recreation Area.** Total of five 1.5 cubic yard containers.

### Period:

### Description of Work:

13 May 07 through 30 June 07.  
per week for

Pick up five containers once  
seven weeks for a total of 35 pickups.

01 July through 01 September 07.  
for nine

Pick up five containers twice per week  
weeks for a total of 90 pickups.

02 September through 15 September 07.  
for two

Pick up five containers once per week  
weeks for a total of ten pickups.

Bonner County disposal amount for the above 135  
refuse pickups of 1.5 cy containers = 202.5 CY.

**Priest River Recreation Area.** Total of six 1.5 cubic yard containers. An additional 1.5 cubic yard  
container is added during the busy season.

### Period:

### Description of Work:

13 May 07 through 30 June 07.  
week for

Pick up six containers once per  
seven weeks for a total of 42 pickups.

01 July 07 through 01 September 07.

Pick up seven containers twice per week for

nine weeks for a total of 126 pickups.

02 September through 06 October 07.

Pick up six containers once per week for five weeks for a total of 30 pickups.

Bonner County disposal amount for the above 198 refuse pickups of 1.5 cy containers = 297 CY.

**Riley Creek Recreation Area.** Total of six 1.5 cubic yard containers. Two additional 1.5 cubic yard containers are added during the busy season.

Period:

Description of Work:

13 May 07 through 30 June 07.  
week for

Pick up six containers once per

seven weeks for a total of 42 pickups.

01 July 07 through 01 September 07.

Pick up eight containers twice per week for nine weeks for a total of 144 pickups.

02 September through 06 October 07.

Pick up six containers once per week for five weeks for a total of 30 pickups.

Bonner County disposal amount for the above 216 refuse pickups of 1.5 cy containers = 324 CY.

**Riley Creek Recreation Area.** Total of six 3.0 cubic yard containers.

Period:

Description of Work:

13 May 07 through 30 June 07.  
week for

Pick up six containers once per

seven weeks for a total of 42 pickups.

01 July 07 through 01 September 07.

Pick up six containers twice per week for nine weeks for a total of 108 pickups.

02 September through 06 October 07.

Pick up six containers once per week for five weeks for a total of 30 pickups.

Bonner County disposal amount for the above 180 refuse pickups of 3.0 cy containers = 540 CY.

**Springy Point Recreation Area.** Total of eight 1.5 cubic yard containers.

Period:

Description of Work:

13 May 07 through 30 June 07.  
per week for

Pick up eight containers once  
seven weeks for a total of 56 pickups.

01 July 07 through 01 September 07.

Pick up eight containers twice per week for  
nine weeks for a total of 144 pickups.

02 September through 13 October 07.

Pick up eight containers once per week for six  
weeks for a total of 48 pickups.

Bonner County disposal amount for the above 248  
refuse pickups of 1.5 cy containers = 372 CY.

**Trestle Creek Recreation Area.** Total of two 1.5 cubic yard containers.

Period:

Description of Work:

22 April 07 through 30 June 07.  
for

Pick up two containers once per week  
ten weeks for a total of 20 pickups.

01 July 07 through 01 September 07.

Pick up two containers twice per week for nine  
weeks for a total of 36 pickups.

02 September through 13 October 07.

Pick up two containers once per week for six  
weeks for a total of twelve pickups.

Bonner County disposal amount for the above 68  
refuse pickups of 1.5 cy containers = 102 CY.

**Additional Pickups.** Provide non-personal service to pick up and dispose of trash contained in Government owned refuse containers for the following ESTIMATED pickups at any or all of the following locations as requested by the Contracting Officer or his/her authorized representative. Locations are as follows:



Albeni Cove Recreation Area  
Priest River Recreation Area  
Riley Creek Recreation Area  
Springy Point Recreation Area  
Trestle Creek Recreation Area

Period:

Description of Work:

01 April 07 through 31 October 07.

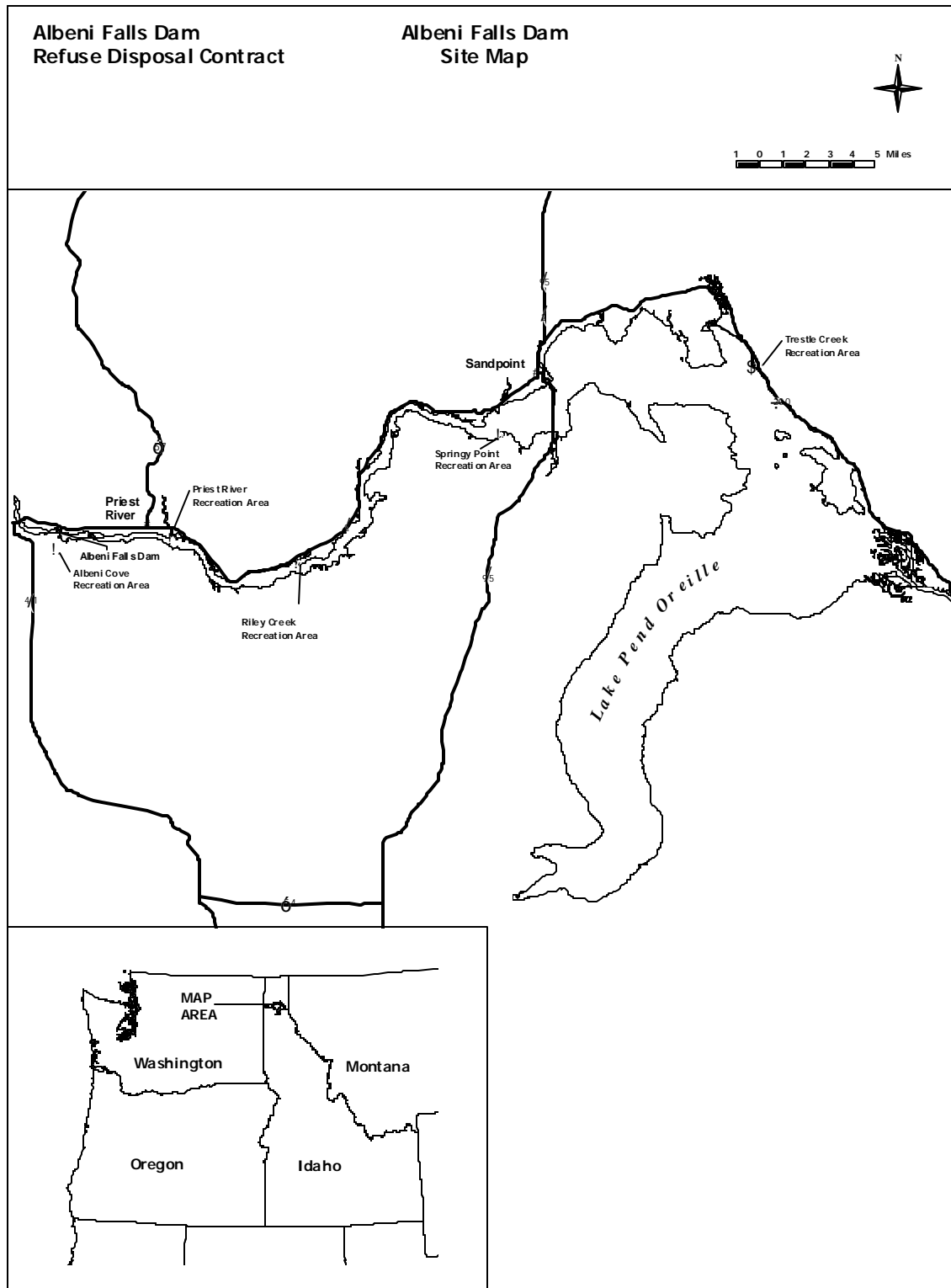
Pick up up to 30 1.5 cy containers as requested by the Contracting Officer or his/her authorized representative.

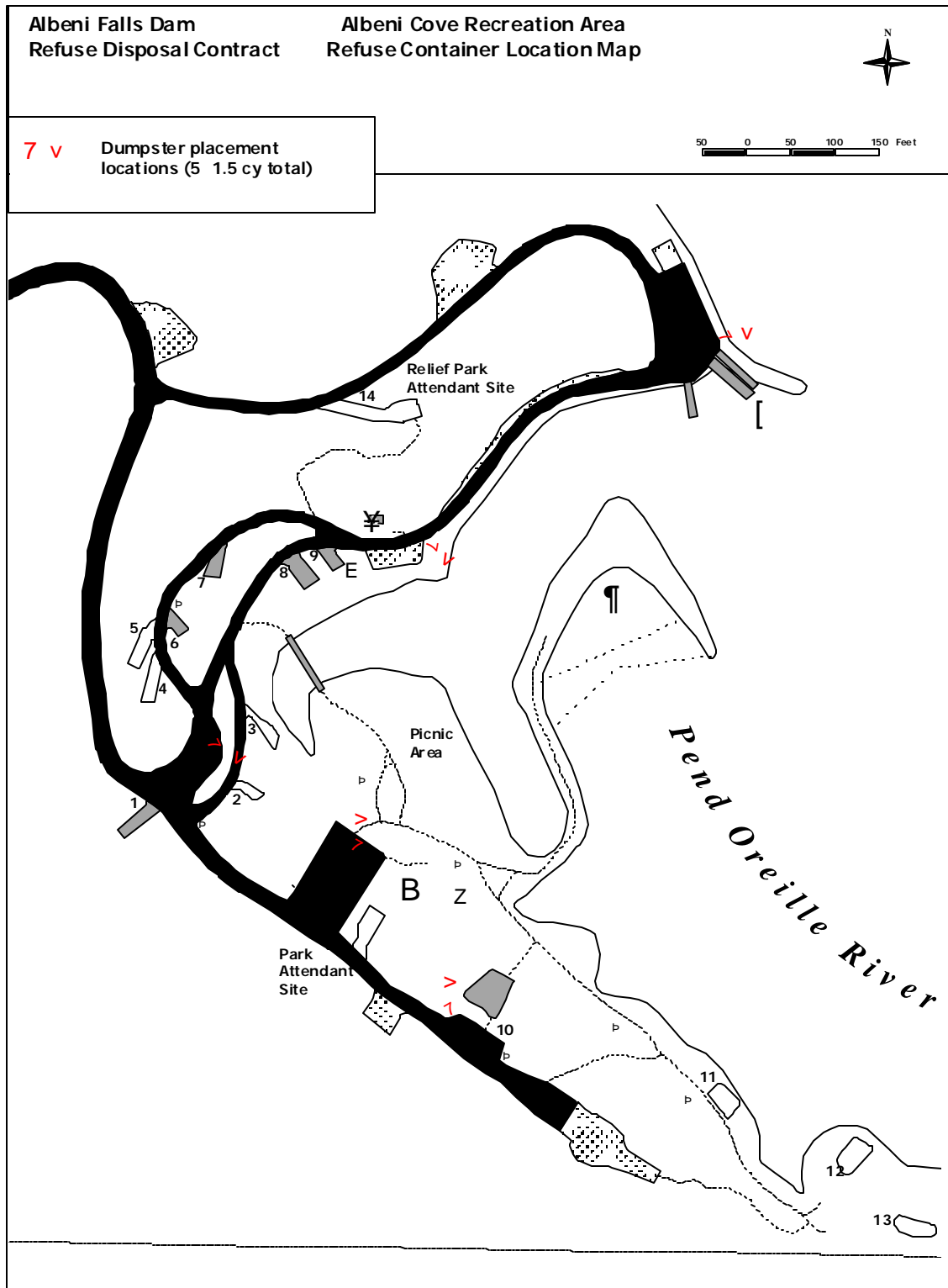
01 April 07 through 31 October 07.

Pick up up to six 3.0 cy containers as requested by the Contracting Officer or his/her authorized representative.

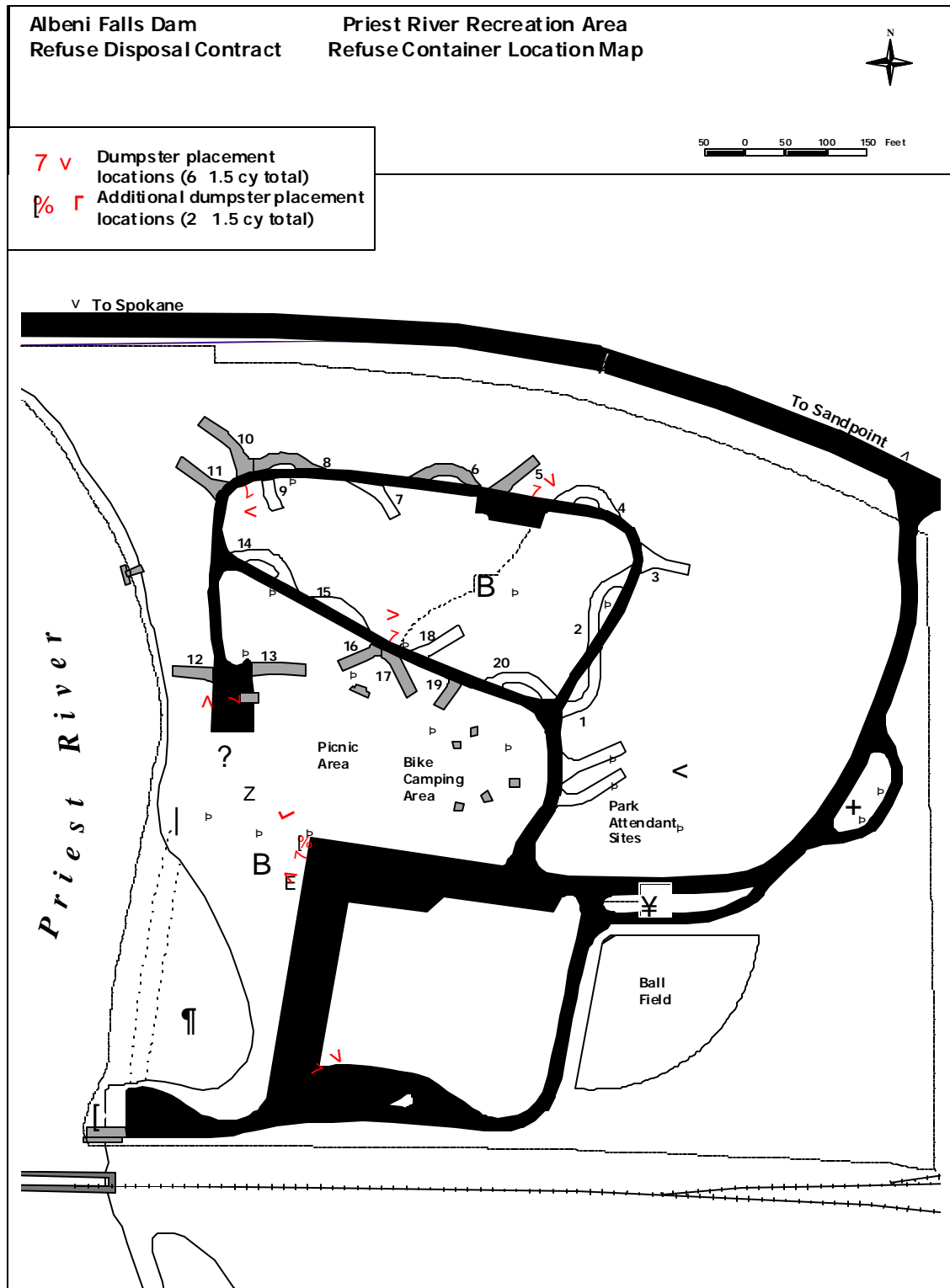
Bonner County disposal amount for the above 30 pickups of 1.5 cy containers and 6 pickups of 3.0 cy containers = 63 CY.

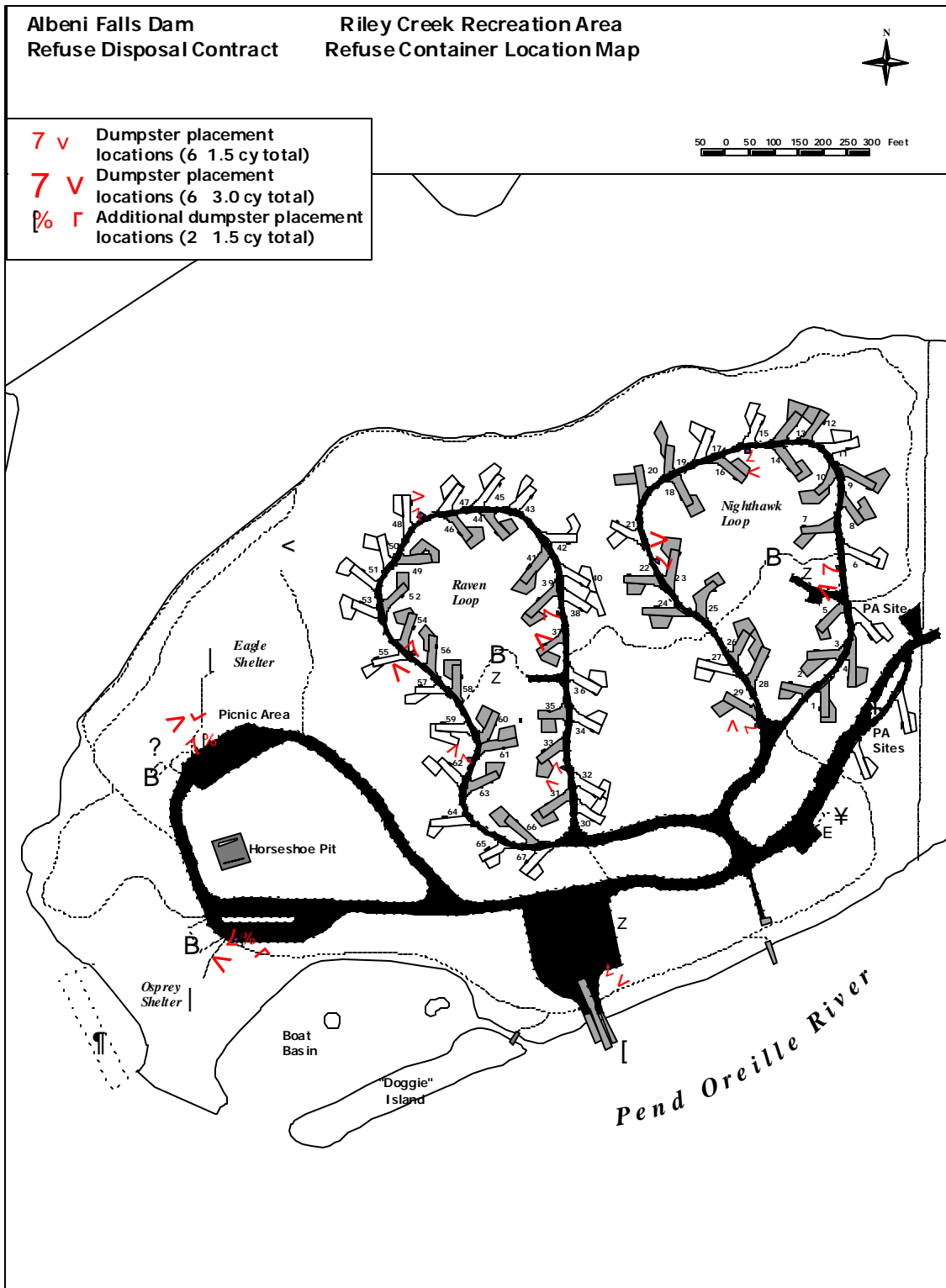
**Appendix A**  
**Site and Container Map Locations**

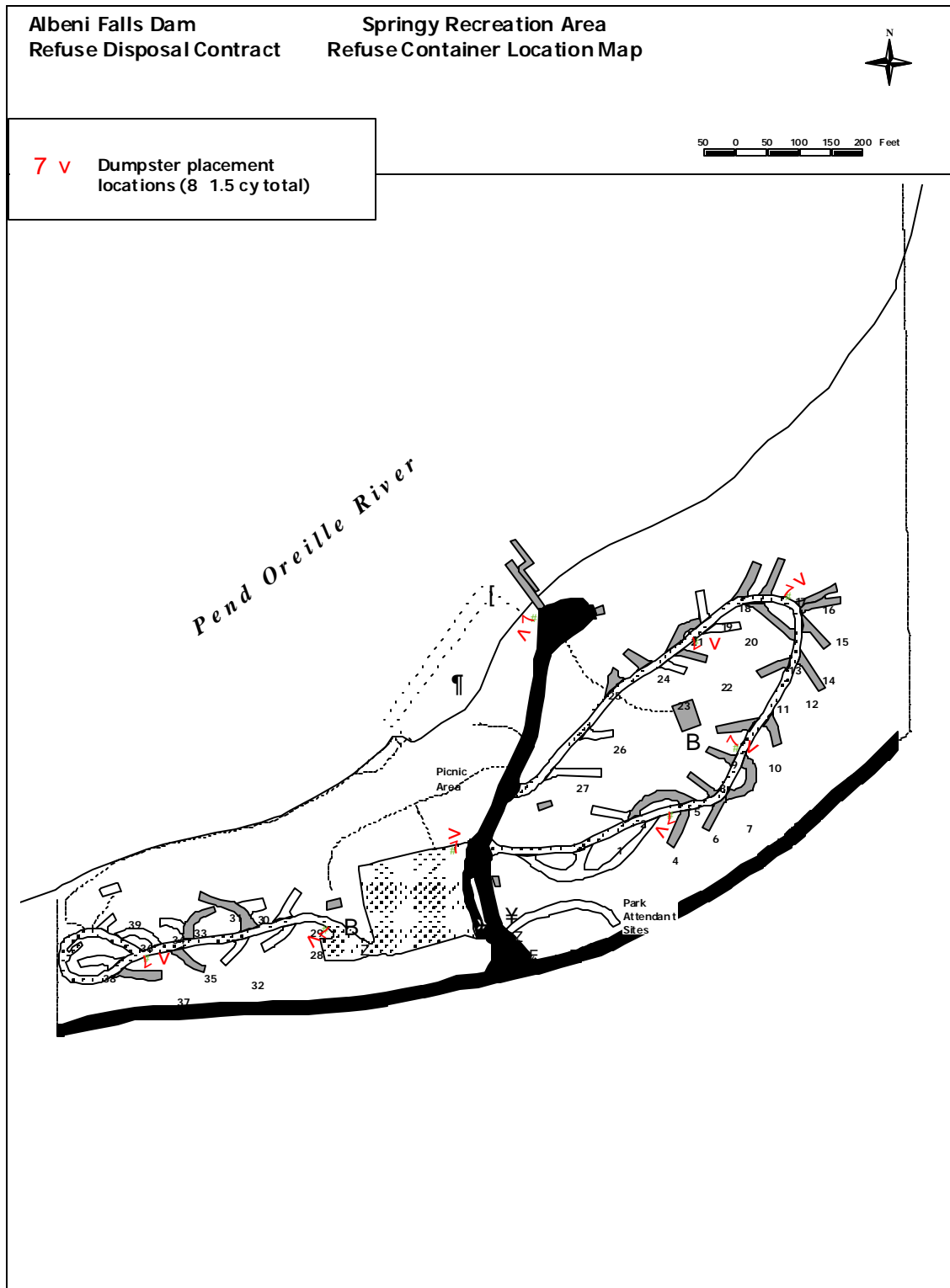




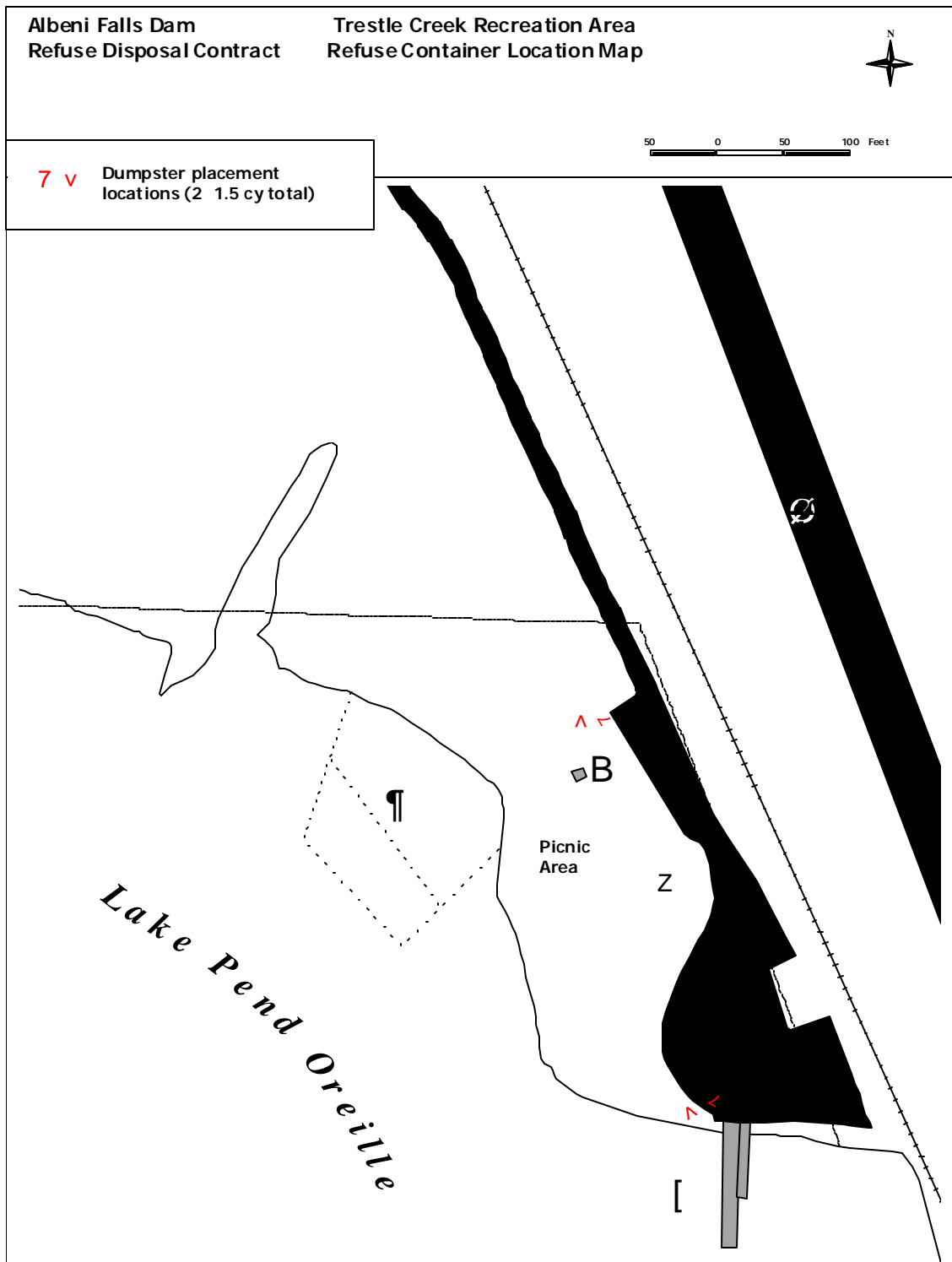












## CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      OCT 2003

## CLAUSES INCORPORATED BY FULL TEXT

## Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5    CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

**XX\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

**XX\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).**

**XX\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**

**XX\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_\_ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**XX\_\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).**

\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

**XX\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).**

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the

Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 March 2008.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(End of clause)

### SERVICE WAGE DETERMINATION

BRS Document Viewer

WAGE DETERMINATION NO: 94-2159 REV (23) AREA: ID,STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (23) AREA: ID,STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2159
Director	Wage Determinations	Revision No.: 23
		Date Of Last Revision: 05/27/2004

State: Idaho

Area: Idaho Statewide

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**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.46
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	10.47
01115 - General Clerk I	9.18
01116 - General Clerk II	10.33
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	9.96
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	9.85
01262 - Personnel Assistant (Employment) II	10.94
01263 - Personnel Assistant (Employment) III	12.18
01264 - Personnel Assistant (Employment) IV	13.52
01270 - Production Control Clerk	16.64

01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	8.97
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14
01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	12.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.70
03041 - Computer Operator I	10.19
03042 - Computer Operator II	13.12
03043 - Computer Operator III	15.33
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	18.89
03071 - Computer Programmer I (3)	16.02
03072 - Computer Programmer II (3)	20.80
03073 - Computer Programmer III (3)	24.13
03074 - Computer Programmer IV (3)	27.62
03101 - Computer Systems Analyst I (3)	22.13
03102 - Computer Systems Analyst II (3)	25.82
03103 - Computer Systems Analyst III (3)	27.62
03160 - Peripheral Equipment Operator	11.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.72
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.95
07010 - Baker	10.33
07041 - Cook I	7.80



07042 - Cook II	9.05
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.63
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.27
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.81
11210 - Laborer, Grounds Maintenance	9.54
11240 - Maid or Houseman	7.46
11270 - Pest Controller	12.50
11300 - Refuse Collector	12.20
11330 - Tractor Operator	12.53
11360 - Window Cleaner	9.29
12000 - Health Occupations	
12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38
12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47

13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12
15130 - Presser, Machine, Shirts	7.12
15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	11.89
21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97

23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - Welder, Combination, Maintenance	13.96
23965 - Well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (1)	29.93
29011 - Air Traffic Control Specialist, Station (1)	20.63
29012 - Air Traffic Control Specialist, Terminal (1)	22.72

29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84
29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (2)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (2)	16.21
29622 - Weather Observer, Upper Air (2)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	7.81
99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99

99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

3) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

1) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

2) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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